

Federal Court
1 Courthouse Way
Boston, Massachusetts 02210

Case Number 1:23-CV-12835, the Honorable Denise J. Casper, presiding.

Plaintiff James Driscoll
versus
Defendant Robert Leaf

EXPEDITED

Preliminary Injunction Motion by Michael Henderson

Explanation of Emergency - I would like to please make two preliminary injunctions against Robert Leaf so he cannot steal my stuff and so he cannot ignore my lease and trespass on my land. I believe I qualify for the local rule's #5.4-E "emergency motion" so I filed this injunction with my complaint like it says but I am not a lawyer and don't want to claim a false emergency. However, if my injunction is not made soon, it will be too late, which I think is an emergency, so I wrote "expedited" which Procedure Rule #65b-3 talks about and which I would like to do, please. The court case Conyers versus Garrett, which is the 6th Federal Appeals Circuit said on June 10, 2022 that "Applications for preliminary injunctive relief should be filed as early in litigation as possible." This is in 2022 WL 2081475.

Injunction Motion

I do not request oral arguments because I am not a lawyer and have never been to court, so I said what I need to here. However, if we do, I would like to please attend on Zoom as I live far away and this is the closest federal court. I think my lease makes the case easy to decide.

I have affidavits, which one is mine, one is from Michael Driscoll, and one is from James Driscoll and they are all under oath. James Driscoll is in the ICU in Boston in bad condition and maybe will not survive, which I understand is because of Robert Leaf trespassing and harassing

him, which I can corroborate to some degree because I saw James at his house literally less than an hour after this crime happened on October 15, 2024 and he was very distressed while we were all talking about Robert Leaf trespassing and stealing our stuff and watching security camera footage, especially about how Leaf pushed Michael (James' son) to violate his no trespass order and yelled at him which I saw on video and then Michael told me James was airlifted to Boston the next night for a heart attack. I mention this because the guides the court gave me say affidavits have to be by people who will come to court later and I don't know if he can so I don't want to misrepresent that, but he gave me this affidavit a month ago and told me I may need it if Leaf comes after me, and actually he was correct because I was contemplating this lawsuit then, but I chose to hope calmer heads would prevail and I was wrong. Also, there is a law called Federal Rules for Evidence #804-A-4 that says I can use hearsay if the person is in the hospital and #804-B-6 says I can use this hearsay because Robert Leaf is the reason James Driscoll is in the ICU and cannot come to court. Therefore, James Driscoll's affidavit is admissible. But, for the same reasons, it has a lot of information not relevant to us, so the parts we care about for my preliminary injunction that I want to use is paragraph numbers 7-23, 50-57, 73-74, 79-93, 103-109, 119-122, 126-146, 151-158, 164-182, 185-192, 195-202, 214, 219, 225-230, 234-245, 255, 266, 299-300, 306-314. I highlighted all these to make it easier to read. Also I will use pages 104, 107, 112-113, 116-118, 124, 245, 255, 299-300, and 303-311 in his affidavit exhibits as my evidence. I will note: I never agreed to any of the stuff they say I did in these emails. And yes, I realize these emails show James agreeing to steal my stuff but I do not care because I know he only said that because Leaf and his lawyers keep trespassing at his property and harassing him, so it's obviously done under duress. But I also think this whole affidavit shows Robert Leaf has a pattern of harassing people with fake lawsuits to "put max pressure on them" and "2 can play this game" and stuff like that, which this evidence is in

pages 303-311 of James Driscoll's Affidavit, which I would really like the judge to please look at and think about how Robert Leaf is now doing this to me. Also, most of what James says is corroborated by emails Robert Leaf wrote, so he cannot deny it.¹

Prologue/Sidebar

I am not a lawyer and I am not asking for special treatment and believe I am following the rules of procedures like the guide says. I studied the procedure laws on the court website and the Cornell website about the Rules of Procedure that I am following, particular rule #65. However, I found a case from this exact court that said that "Our judicial system zealously guards the attempts of pro se litigants on their own behalf. We are required to construe liberally a pro se complaint and [dismissal is warranted] only if a plaintiff cannot prove any set of facts entitling him or her to relief." That is me and this case is Shaw v. BAC Home Loans from 2013 and is found at 2013 U.S. Dist. LEXIS 28863. Not only can I prove a set of facts to win, but Robert Leaf cannot prove any set of facts because he has no facts and is making up baseless allegation about me because I have something he wants. If Robert Leaf offered me any money for my lease, I would probably have sold it to him. Actually, I did ask if he wants to buy it and he literally said no. Now he is threatening me to take it, so Robert Leaf is actually the one with "no set of facts" that he can use to win. Lastly, this same case says "federal courts sometimes will ignore the legal label that a pro se litigant attaches to a motion and recharacterize the motion in order to place it within a different

¹Also if you look at emails Robert Leaf sent James Driscoll in his affidavit, page 107, 113, 116, and 117 (paragraph 8) he talks about going to Driscoll Way several times recently, but then on September 13, later, but not so much later he could forget, he tells police he hasn't been to Driscoll Way in over a year. This is in Michael Driscoll's Affidavit on page 47. So if Leaf lies to police he will probably lie to a court and should not be trusted, plus it is obvious he is lying. Also, I can prove with evidence that he lied under oath in court in James Driscoll's Affidavit paragraph #39, which compares pages 404&405 with pages 291&297 showing he changed his story about assaulting James, both times under oath.

legal category,” (page 25) so if my motion should be for a temporary restraining order I would please like to change to that, but I think I have it correct because I told Leaf’s lawyer about this before I filed it, but he will definitely try to prevent me doing this and not by just writing an opposing argument but by doing something illegal, that’s why I requested to expedite this please. Someone is already in the ICU right now because of Leaf and he has literally been arrested so, yes, I do think the situation is pretty serious and I would like to de-escalate this, and that is the one and only reason I am filing this now, namely, because I cannot ignore it anymore and Leaf keeps escalating things but I just want to be left alone, which my injunction will do.

My Argument

The law here is perfectly spelled out by the First Appeals Court Circuit, which I believe means it is binding on my case because that’s our appeals court. In Santiago versus Utuado, they said that **“When a party seeks a preliminary injunction, the district court considers four long-established elements: (1) the probability of the movant's success on the merits of their claim(s); (2) the prospect of irreparable harm absent the injunction; (3) the balance of the relevant equities (focusing upon the hardship to the movant if an injunction does not issue as contrasted with the hardship to the nonmovant if it does); and (4) the effect of the court's action on the public interest.”** This case is brand new from August 22, 2024 and found at 114 F.4th 25, 34-35. Since this is “long established” it is the law for my injunction. These are the 4 elements I will prove to deserve two preliminary injunction orders against Robert Leaf to:

#2: to not steal any of my property at 6 or 10 Driscoll Way and not to move or touch any of my stuff there, especially my storage container, including him not being allowed to send other people to do it for him, because that is what he usually does.

#3: to stay off my property at 10 Driscoll Way until my lease ends on August 31, 2026 because my lease is valid. I would like this to please include forbidding Robert Leaf from sending third parties to my property because this is what he does all the time to threaten me and he has stated, including in writing, that he is going to send people to take my property.

I would like these preliminary injunctions to the fullest extent allowed by law. These are the same things I asked for in my complaint regarding my second and third lawsuits.

1. My Probability of Success on the Merits.

The Federal Court in Northern District of Georgia says “The likelihood of success on the merits is generally considered the most important of the four factors” for preliminary injunction motions. This was in *One Georgia Inc versus Carr* from 2022, found in 601 F. Supp. 3d 1291, 1304. Therefore, I will focus on this, and it’s my strongest factor, anyway. The Eastern District of Pennsylvania, which is also a federal court, says that “A likelihood of success on the merits requires a showing significantly better than negligible but not necessarily more likely than not.” It said this in the 2021 case called *Middle E. Forum versus Reynolds-Barbounis*, which is found at 2021 U.S. Dist. LEXIS 4350, *7. Other courts have said the same thing, but differently, which is that likelihood of success “does not mean more likely than not. *Id.* In the sense pertinent here, the term likelihood embodies the quality of offering a *prospect* of success, or showing some promise.” This is from the 3rd Circuit of Appeals Court in *Conestoga Wood Specialties Corp. v. Secretary of HHS* from 2013 and found at 724 F.3d 377, 397-398. “Some promise” is a very low bar that I think I have met because I literally have a lease and my other evidence. So most federal courts say I don’t have to prove I will definitely win the trial, just that I can win. I don’t see how I could possibly lose because I made my lease five years ago and Robert Leaf admits he is making up fake allegations to push me around because he thinks he can bully me to get what he wants.

Robert Leaf will also claim he had no notice of my lease, which is a lie because it was sent to him several times for several years and he never complained, I think because he always planned to ignore it from the start and just do whatever he wants. I also know that this argument of Robert Leaf is also frivolous because in the case Winnisimmet Trust versus Libby in 1919, the Massachusetts Supreme Court made it the law that “In this commonwealth a lease for less than seven years from the making thereof is valid against bona fide purchasers without actual notice.” This is found at 232 Mass. 491, 492. There is another lower court in Massachusetts that said when you buy a property you have to honor the leases on it or else you are breaching. This is Cote versus Silva from 1989 and found at 1989 Mass. App. Div. 199,200. Next is Toupin versus Peabody, where the Supreme Court of Massachusetts in 1895 says that when you buy a property, if the lease is less than 7 years you have to honor it no matter what because buying property here means you assume the risk of tenants. This is found in 162 Mass. 473, 476-477. Finally, and this is probably my best case, is in 1974, in Di Marzo versus S. & P. Realty Corp, the Supreme Court in Massachusetts said this about someone in the exact same situation as me: “As Traster & Sons was a tenant at the time the defendant bought the building, the defendant merely assumed the contractual obligation under the lease signed by its predecessor, as it was presumably bound to do.” This was in 364 Mass. 510, 514. You can literally take this case and replace “Traster & Son” with “Michael Henderson” and change “defendant” to “Robert Leaf,” who is my defendant, and “James Driscoll” is his “Predecessor” and then there is not even any way to say my lease is invalid, because Leaf “assumed the contractual obligations” under my lease when he bought the land, and that is true even if he had no actual knowledge, like the Libby case says. This might seem strange but it is the law according to Massachusetts which has the unique Registered Land

system which I understand makes for this law that might seem strange, but this is nevertheless the law and it is the law I signed my lease under so we legally imagine it is written into my lease.

My lease is an interest in land according to Sanders versus Partridge, also from the Massachusetts Supreme Court in 1871, found at 108 Mass. 556, 558. This same Sanders caselaw also says Robert Leaf becomes my new landlord upon buying the land, but does not get to kick me out for no reason as he only gets my rent and nothing more. So even if the jury believes Leaf's lies, they will still have to find in my favor under the law because I am not responsible for James Driscoll not telling Robert Leaf he leased me the land, which he definitely did anyway because my stuff is literally talked about in their contract to sell 10 Driscoll Way and it says "successors" and me "permitting" stuff in Addendums numbers 6-10. Not only that, but Massachusetts has a statute law in chapter 183 and section 4 that says my lease is valid no matter what because it is less than 7 years. Also, my estate is "subordinate" to the one Robert Leaf bought, so he has to honor my lease. This is also what the Di Marzo case says. Again, Leaf has no basis to say my lease is not valid. I will gladly pay him my rent, and I have never told him I will not. Actually, in my complaint I offered to pay all my rent in advance, but, again, I shouldn't have to do this to get Leaf to stop threatening me and my property, but I will if that's the law.

As an additional legal theory, there is "Restatement" of Contract laws, 2nd edition, which section #357 says preliminary injunctions should be made to prevent someone from breaching a contract. A lease is also a contract and Robert Leaf insists on breaking it just because he wants to and I think he should not be allowed to do that for all the reasons in my motion. The Massachusetts Supreme Court says in Situation Management versus Malouf, that "to create an enforceable contract, there must be agreement between the parties on the material terms of that contract, and the parties must have a present intention to be bound by that agreement." This is in 430 Mass.

875, 878 and is from 2000. First of all, Robert Leaf is not literally a party to my lease, but he bought it from James Driscoll as a “subordinate” estate attached to the title of 10 Driscoll Way. And we know a title is not equal to a right to occupy, but a lease is. My lease literally states that we intend to be bound and that was always the present intent until Robert Leaf showed up and demanded I void my lease for no reason. When James Driscoll was my landlord, we both always intended to be bound as proven by the fact I paid him and used the land and he took my money and let me use the land. Actually, he signed my application for building permits on my tiny house back in 2019, which is a very binding act. We did agree on all material terms and just because I did not ever build a tiny house does not mean my lease is void because I had the *option* to do this but was not required to do so and actually I still can and maybe will do it in the future.

I would like to anticipate what Robert Leaf is going to say and I want to point out that his case to get my lease from me is what the law calls “Frivolous.” I know this because I read part of the case of *Thottakkara vs. HCA Health Services of Texas* from 1996 by the 5th Federal Appeals Circuit, and which is recorded as “U.S. App. LEXIS 45090, *6” as saying that a case is “frivolous” when the person making it is using “pure speculation.” I actually think this case is basically the same as mine because the Federal Circuit Court for Appeals made a law in that case that even a “subjective, even good-faith belief that the employer was motivated by a discriminatory motive” will not, alone, provide nonfrivolous grounds for suit,” and then they called the plaintiff’s case “downright silly” because it was based on them making up inferences with no underlying facts to logically support their conclusions. That is exactly what Robert Leaf is doing to me: saying my lease is “illegal” even though he refuses to say why that is and we all know it’s because he is intimidating me with threats and I did nothing wrong. That’s exactly what this case says you cannot do and is what makes your case frivolous. I do not have an employment discrimination case

but procedural laws apply to all cases. Just like the Thottakkara case plaintiff made up conclusions about their employer to win their case without having any proof, Robert Leaf's allegations against me are also completely made up because he claims he has never heard of me until a month ago but, yet, at the same time, he also claims I made an "illegal lease" in 2019, which is frivolous, because what basis would he have to say that? Plus, how would I give the Town of Nantucket my lease in 2019 as a trick against Robert Leaf when no one even met him until 2020—and me not until September 2024 and only on the phone, including when he spoofed a fake number after I blocked him. Also, there is a case called Iqbal versus Ashcroft from the Supreme Court of America in 2009, found at 556 U.S. 662 that says allegations "must rise beyond the speculative level." Yet, Leaf's allegation against me are pure speculation. And, actually, they are lower than speculation because he is not even good faith guessing, he actually knows for a fact that my lease is valid and is trying to bully me with scare tactics because he has a hundred million dollars and I don't. I know this because, among other things, he literally wrote into a contract (he didn't sign it but he still wrote it) that he "acknowledges that Michael Henderson has a lease on the property" then demanded I sign it or else he would sue me. That's in page 245 and 255 of James Driscoll's affidavit. Now he is going to come to court and commit perjury and say he does not acknowledge it and doesn't know about it. But he made James Driscoll send me this contract and James literally did and said I had to sign it so Leaf shouldn't be allowed to change his story now. Therefore, Leaf is speculating using bad faith lies, not even good faith speculation which is not even allowed, anyway.

So, I have a contract for an estate in land, plus all my property, a lot of which is padlocked that only I have the keys to and other stuff has my name on it, proving it's mine, yet Leaf and his lawyer want to violate all these rights of mine just to intimidate me and get what he wants. He has never alleged that I agreed to let him do anything because he knows I didn't. His entire case

is based on his demand that he wants what I have, therefore he should get it. And, again, he never even offered me \$1 for anything. This is antisocial behavior and actually almost every criminal law is based on not letting people do things like this, so I will probably win a trial.

2. My Irreparable Harm

Meis versus Sanitas Servicing Corporation which is a 1975 5th Federal Circuit Appeals Court case found at 511 F.2d 655, 656 is a case that says a preliminary injunction is used to prevent so called “irreparable harm,” because if someone does not get a preliminary injunction then when they finally get to win their trial years later the court won’t have any “ability to render a meaningful decision on the merits,” which is true for me. This is just like how you cannot kill someone and then put a price on their life and call it a wash. 2021’s case from the Massachusetts Supreme Court, (in 487 Mass. 235, 247) says that real property is automatically unique and therefore a preliminary injunction is the right way to protect a plaintiff like me from irreparable harm and this case literally says exactly that. This case talks about this for trespassing, which is one of my lawsuits and injunctions, but I think the reasoning that property is unique should also apply to me about my lease on 10 Driscoll Way especially because this is my friend’s dad’s property and I have been using it for myself since I was in middle school almost 20 years ago even before I had a lease. I think these two cases put together show I should get a preliminary injunction or else I will lose my unique right to use the unique property for a unique period of time under my lease. I cannot just move \$40,000 worth of property overnight and plus a lot of my property is unique and sentimental so I cannot just buy new stuff when Robert Leaf steals it all, as promised. I also don’t think I can just get a check for money from Robert Leaf in two years to make this right, because first of all, he has refused to pay me and actually demanded that I pay him \$1.00 to end my own lease for him just because he said he wants me to do that even though I don’t even know

him. Also I believe the idea property is unique applies to me, as I know the land very well from using it for 20 years since I was a kid and leasing it for over 5 years now and it is conveniently located and I store things down these trails that James Driscoll cut in the woods and I can run extension cords to, to use my tools which is very hard to find a wooded property with electricity so it would cost me tens of thousands of dollars to make the same property somewhere else if I could even find a similar 3 acre vacant lot on Nantucket, then someone else I don't know would charge me \$100,000 per year, which I learned from a realtor. I don't have \$100,000/year which is why I leased land from the dad of my friend who owed me a favor during a hard time in his life, which scenario I could never recreate. I also love the location because I want to move to the neighborhood when I can. In conclusion, I cannot just replace my lease with another one and I only might have to just because Leaf wants to commit crimes against me.

The same is true for my personal property that is irreplaceable. I also think it is fundamentally unfair that Robert Leaf can push me around and steal all my stuff and build a swimming pool over my work area and a tennis court on my warehouse just because he has more money than me and can threaten me better and says things like he bets I won't do anything about it if he steals my lease and my property. I think waiting until trial would be just reinforcing his bad behavior and basically letting him get away with everything. Economics says if we let shoplifters just pay the retail price when they are caught and nothing else then everyone will just steal because it's not 100% chance of getting caught so it's literally a free discount to steal with no consequences, which is what Leaf is asking for, which is outrageous. I am certain Leaf will just metaphorically and literally bulldoze his way onto my land and do what he wants and I can never get that back if I have to wait for a trial, which is the legal standard. Actually, even if I won at trial one day, Leaf would consider that a win because he doesn't care about the money, what

he wants is to control the land right now, but it's my land and my lease and how can he be awarded my land through crimes if I cannot get what is actually my land through a valid lease right now? That would be crazy, as then my only recourse would be to steal it back and then it's all just violence and I'm not doing that, nor is any of that remotely legal.

Another important law is what the federal Court said in "One Georgia," which I cited already, and is found in 601 F. Supp. 3d 1291, 1304 from the year 2022. That court said "The purpose of a preliminary injunction is to maintain the status quo until the court can enter a final decision on the merits of the case." I think the "status quo," which preliminary injunctions are for, is best saved if I get to keep my lease which I would have got to keep if Robert Leaf and his lawyer didn't threaten me and harass me and my father and threaten me with fake lawsuits to bully his way into getting my property for free. Actually, the 10th federal court circuit defines the status quo in a good way by saying that "In determining the status quo for preliminary injunctions, this court looks to the reality of the existing status and relationship between the parties and not solely to the parties' legal rights. In the instant case, the last peaceable uncontested status existing between the parties before the dispute developed was..." They said this in 2005 in Schrier versus the University of Colorado which is in 427 F.3d 1253, 1260. Well for me and Leaf that is how it has been for the last four years which is I have a lease and when he owns the land I will pay him rent, just like the law says. So, I think this injunction motion is really asking: should we protect my right to my contract and my property or should we protect Leaf's right to commit crimes against me. That is easy because Leaf has no right to commit crimes, but I have a lease. And, I would like to explain how I know that what Leaf is doing is a crime. That is because the Nantucket Police Department said so, and that is why they charged him for trespassing to look at my stuff on October 15, 2024, which Michael Driscoll sent the court the videos of this in his affidavit's Exhibit C.

According to the appeals court of Texas in their case called: Microbios Inc versus Garner found at 2024 Tex. App. LEXIS 6710, *2, preliminary injunctions are the right thing to order when the harm someone faces is “imminent.” However, “imminent” does mean how people use it in everyday life. Id. Instead, for preliminary injunctions, “imminent” is defined by contrasting it with the opposite, which is “a mere possibility or fear.” Id. So that Court says preliminary injunctions are inappropriate when the harm is “speculative or conjectural,” and are appropriate when the harm is real or actually threatened, which is clearly the case here. Plus, I have given the exact kind of evidence this case said can show a harm is “imminent,” especially in the affidavits of Michael and James Driscoll. The part of the court opinion I am referencing says “sufficient proof of imminence may come in the form of evidence illustrating actual injury, a pattern of actions, or a threat to undertake harmful action, for instance.” I underlined these three things, that my affidavits show each of, and I believe you only need just one, but I have all three I have shown: that Leaf wrote a contract to steal my stuff four years ago, and continues threatening it now, and promises to do so and he and his lawyer both stated very recently that they are going to ignore my lease and do whatever they want even though it is my lease and I paid for it and I negotiated for it and Leaf did not even exist in 2019 back when I did all that. Also, Robert Leaf (and his lawyer) is the one saying he is going to do all these illegal things to my property, including using veiled and implicit threats, so he should not even be allowed to argue he is not going to. The pattern is he is doing exactly to me what he did to James and Michael Driscoll for 4 years, but now he realizes it’s my stuff and my lease that he wants. Also, trespassing is per se legal harm, so I was “actually injured”

One thing I also think is very important is that normally people calmly negotiate with each other to buy things they want. Instead, Robert Leaf just threatened me and even when I offered to sell him my lease he refused to even entertain the idea because he thinks he can just take whatever

he wants because he has more money than everyone else and does not respect the law. Letting him steal my land and pay me back later is extremely unfair and literally puts a price on a license to commit crimes. But so, if I get an injunction, then Leaf is still free to buy my lease off of me, which is what he should have done to begin with, so the injunction would literally preserve the status quo, even from his perspective. The same exact argument works for my personal property. He can pay me to move it or we can negotiate something else but he should not be allowed to steal it proactively which is literally a felony and then just pay me later, especially since money is nothing to him and he will just do this to everyone, which I understand he already does. There is actually a case by the Supreme Court of America that says sometimes a preliminary injunction can be “the whole ball game.” This case was in 2008 and is called *Winter versus NRDC* and is found at 555 U.S. 7, 33. I have the same situation as the plaintiff in that case because as I explained above, if I lose the preliminary injunction, then Leaf gets everything he wants. That makes my preliminary injunction “the whole ball game,” just like the Supreme Court said. Lastly, this is property, both real and personal, which is sacred in America as I have a right to life, liberty, and property in the 14th amendment. Robert Leaf has no right to steal my property so him winning the injunction would literally be just letting him steal my stuff and commit crimes against my rights.

3. Balance of the Harm

According to the Supreme Court of America, from their case in *Ohio Oil Co. versus Conway*, from 1929, found in 279 U.S. 813, 814, the judge deciding a preliminary injunction should think about what harms Leaf faces if I get the injunction then I lose at trial, versus if Leaf wins now by having no injunction and then I win at trial (basically, the two scenarios of the injunction being the opposite of the final outcome). If Leaf cannot use the land by injunction and I was wrong and so lose at trial (which is a baseless scenario, anyway) then I can give him the

money he lost by not renting to someone else, or, more realistically, I can give him back the money he paid me to legally acquire my lease instead of stealing it. This is such a crazy situation because the injunction will also stop Leaf from committing felony property theft, so he will literally benefit from the injunction by not going to jail. I also know Leaf owns like 50 houses and a newspaper in New York says he bought a 110-unit apartment complex for \$40 million dollars by himself.² In contrast, this is the only property I lease besides my apartment and the only one for my business and some of my personal property there is sentimental. So it is all just money to him, but not to me, so if he wins later, he will get his money which is all he wants, so he can't possibly care about the injunction except outside of its dollar value which he can get from me later if I lose the trial. However, if I lose the injunction and then go to trial and win, it will be really no better than if I lost altogether because I will only get an injunction for like two weeks, and all my stuff will be gone, including things from my late mother that I can never get back that I planned to give to my children, and yet in the meantime Leaf got to steal my lease and then pay me some money which is, again very unfair, because money is nothing to him and you cannot just steal things from people and then pay them back to get away with it. Also, it is important that Leaf has now started physically assaulting people while trespassing on my property so how can we write him a blank check to keep doing that when he literally has no right to, nor does anyone else? It is my property and I just want to enjoy it in peace and be left alone, yet Robert Leaf keeps harassing me and trespassing and promising to take my things and telling the police I have to move my stuff off Michael Driscoll's property at 6 Driscoll Way which is especially frivolous because he will never own that property anyway because he only bought 10

² <https://commercialobserver.com/2021/08/pgmi-lends-40m-on-new-rochelle-millennia-apartments/> and also Leaf was sued for fraud in this sale so I think that is ironic and relevant.

Driscoll Way. We cannot reverse time after the trial and make a retroactive injunction. Therefore, this motion is “the whole ball game” and we only get once shot at it and it’s right now. This is also known in the law as me having no “adequate remedy at law” which means money will not make this like it never happened. This is from a case from this court’s appeals court, the First Circuit Appeals Court, and its’ called Charlesbank Equity Fund II versus Blinds to Go, from 2004 and is found at 370 F.3d 151, 162. You cannot put a price on peoples’ unique property and that includes both personal property and land like a lease. Id. This exact court we are in now has said that this Charles Bank Equity case is binding, which it said so in Sandoval versus Aurora Loan Services in 2011 and is found at 2011 U.S. Dist. LEXIS 136561. I also made this argument about unique property in my first section about probability of success on the merits.

4. The Public Interest

I am not sure how my injunction affects the public interest but to the extent this includes the Nantucket Police Department, it will help everyone because right now, Taxpayers have to keep paying to send police to 10 Driscoll Way every time Leaf trespasses there, which is very frequently. The Police said I have to go to court to get an order saying Leaf cannot be there and cannot touch my stuff before they will do anything. This is why I am here, and also to show Robert Leaf that I am not going to be so afraid of him that I just roll over and give him whatever he wants and I will not let him scare me. I would consider the police “the public.” Also, the public is everyone who may ever sign a lease. So, if Robert Leaf wins this injunction then anyone who gets a lease for anything, even an apartment, can just be kicked out anytime someone sells the building which is obviously not true. So if I cannot get a preliminary injunction to have my lease not stolen, then anyone’s lease can be stolen whenever their building is bought by someone who wants to scare them and steal from them and this is not how the law

works, nor should it be. The same argument works for my personal property. The public is affected by my case because it becomes a precedent and then any person can steal whatever they want from any other person just because they want it. You could literally steal jewelry off someone's neck then buy them a new one and that would make it okay. This is also a very bad law to make because it literally rewards the person breaking the law (by stealing) and punishes the person following the law (by trying to go to court like you are supposed to, to validate their lease) and it does this without even considering who is legally correct. Also, I have spoken to several other people who live on Driscoll Way (people not relatives of Michael or James Driscoll) and they all want Robert Leaf to leave them alone and stop trespassing and stalking everyone so that makes my injunction help the public interest, too. Finally, this is not just my stuff because, like I said, I let a lot of other people store stuff at 10 Driscoll Way and people have used it for things like taking photo shoots for their business advertising, and photos of their kids in front of the wildflowers, and actually someone literally had a wedding there and I have never charged anyone even one cent for any of this in five years because I am just trying to help people because it is obviously hard to find land on Nantucket, and I happen to have some until 2026 and that is why I let people use it all the time for free, but now Leaf says all the people I let use that land was all "illegal." And notice how he will not say how that it or how he knows it and how no one else ever called it "illegal" until him, including the Town of Nantucket. And as a matter of fact, Michael Driscoll, who is a professional volunteer who has not worked full time in 7 years literally does volunteer work all the time at 10 Driscoll Way because I let him and so now Leaf is literally trying to steal that land which will harm literally kids in foster care that Michael helps so the public interest absolutely has to be on my side and I don't have a court case precedent to prove this but it has to be true. Mary Arnold also uses the land for kids because she is a public

school teacher and grades papers and makes school projects for kids there, which I know because I let her do it for free in a mobile office there. And, again, I let everyone do all this for free just to help them, and some of it is literally kids charity, but Leaf claims I am doing “illegal” stuff yet literally he is trying to steal my lease and everything I own. And we should please remember, Leaf was the one arrested for committing crimes on 10 Driscoll Way, not me.

Conclusion - I believe I have shown I have an actual chance of winning, which is all I need, because Robert Leaf’s allegations are literally frivolous because he admits he is making them up out of thin air. Next, I will be irreparably harmed without this injunction because my lease is unique as all leases are automatically irreparable harm because they’re estates and contracts and I cannot get it back once Leaf steals it and also this is a very strange situation where how could I even get my lease back when he makes it a mansion construction site except by physical violence, which is absurd. This makes my injunction “the whole ballgame.” The same is true of my unique property on 6 Driscoll Way which, physically speaking, in terms of land area used, is mostly air conditioners broken in unique ways that I specifically already know how they’re broken and have the exact parts I need to fix them. I cannot just get \$10,000 worth of air conditioners broken in exactly ways that I know how to easily fix to resell for profit. It takes a long time to look up specific part numbers and re-order them, sometimes from Asia, and then they come slightly wrong, and I have machined some parts like condenser coils which takes forever. Therefore, the property is unique and irreplaceable, making me irreparably harmed. Also, there is no harm to Robert Leaf because he is only being asked to follow the law, as everyone else already does except him. Robert Leaf remains free to buy my lease or my stuff or pay me to move my stuff, all of which I have tried to solicit an offer for, yet he refused, promising to frivolously sue me and commit crimes against me instead. Finally, the public wins if I win because then my property is safe and everyone who

uses the land can do so in peace without trespassers and everyone who lives in this neighborhood doesn't have to hear and pay the police to come stop Robert Leaf from stealing my stuff basically once a week which is what they do currently and have the entire summer, coming there over 10 times, always because of Robert Leaf. This is like a paradox because Robert Leaf is only affected by my preliminary injunction in the event he actually goes and commits the crimes and other illegal stuff he promised to do against me and my lease. The only way he can argue he does not want a preliminary injunction is so that he could more easily steal my stuff and bully and blackmail me out of my lease which he literally admitted is exactly what he is doing.

My injunctions are extremely rational because I am literally just asking that Robert Leaf not be allowed to break the law which he already cannot do except he promises he is going to and does all the times as proven by him actually having done so already by trespassing over and over and I am certain he will not stop without a court order and that is why the police told me to get these injunctions. I should not even have had to file a lawsuit, because he should have just honored my lease instead of threatening me. However, he refused to even pay me one cent for my lease.

Actually, he wants *me* to pay *him*.

Thank you.

/s/ Michael Henderson, October 22, 2024
61 Old South Rd PMB 225, Nantucket, MA 02554
Mikejh345@yahoo.com, 802.289.1716

I hereby certify that I spoke to Robert Leaf's lawyer Matthew Ezepek on October 22, 2024 and told him I was intervening in this court case and getting a preliminary injunction at the same time to stop Leaf from stealing my stuff and to honor my lease. We could not resolve our conflict on our own and agreed to go to court for this. /s/ Michael Henderson

I hereby certify that on October 22, 2024, I served this exact document and the Affidavits of Michael Driscoll, James Driscoll, and Michael Henderson, using the Mail on Robert Leaf's lawyer. I personally gave a copy to Michael Driscoll in person, and I mailed a copy to James Driscoll, at his P.O. Box 3365 in Nantucket, MA 02584.

/s Michael Henderson